



**CITY OF LITTLE ROCK, ARKANSAS**

**REQUEST FOR PROPOSALS**

**FOR**

**BROADBAND SERVICE FOR  
DESIGNATED CITY OF LITTLE ROCK FACILITIES  
BID #15125**

**RFP Issue Date:**

**4/15/15**

**Responses Due By:**

**2:00 p.m. on May 14<sup>th</sup>, 2015**

**Pre-Bid Meeting:**

**Mandatory on 4/25/15 @ 9:00 AM**

## **I. GENERAL**

The City of Little Rock ("City") seeks qualified bids for DSL or equivalent broadband service for designated City of Little Rock facilities. Options should be provided for both a three (3) year contract and a five (5) year contract. The City reserves the right to award multiple contracts to ensure that all locations receive broadband service for the lowest possible rate.

## **II. QUALIFICATIONS**

Each bidder's past performance will be evaluated to determine its ability to provide the needed service. Bidders must provide at least three (3) reference accounts for broadband service in the United States. These reference accounts must have been active for at least one (1) year but should not be more than three (3) years old. For each account, bidders must identify the contact person's name, e-mail address and telephone number. The City reserves the right to obtain additional information about the bidder's past performance and ability to meet the City's specifications.

**Notice:** The City of Little Rock selects its board and commission members through a process that utilizes an executive session. Under Arkansas law, this fact deems a volunteer an employee for a limited purpose. The City of Little Rock cannot contract with a City of Little Rock employee or with a corporation if a City of Little Rock employee holds an executive or managerial position with that corporation unless the City first passes an ordinance to approve the contract. **Is anyone in an executive or managerial position with your company an employee or a volunteer board or commission member for the City of Little Rock?** If the answer is "yes," please identify the person(s) and the nature of the relationship with the City. **THIS DOES NOT MEAN THAT THE BIDDER IS DISQUALIFIED;** only that an apparent successful bidder will not be selected if the Board of Directors fails to pass an ordinance to authorize a contract with an employee.

## **III. PROPOSALS AND PRICING**

The bidder's proposal shall include the bidder's qualifications and the bidder's proposed solution for the requested broadband service. Proposals must include a cover letter signed by the bidder's authorized signatory. **Proposals must not include pricing information.** Pricing must be identified on the City's required price sheets (attached to this RFP as **Exhibit A**) and must be submitted in a separate sealed envelope as described in Article IV below. Inclusion of pricing in the proposal will eliminate the bid from consideration.

## **IV. SUBMISSIONS**

To be considered, six copies of the bidder's signed proposal and bidder's signed and separately sealed price sheets must be received by the City of Little Rock Purchasing Manager **no later than 2:00 p.m. on Thursday, May 14, 2015** at the following address:

Mr. Abdoul Kabaou, Purchasing Manager  
Little Rock City Hall  
500 West Markham, Suite 300  
Little Rock, Arkansas 72201

The bidder's signed price sheets must be sealed in a separate opaque envelope clearly marked "PRICING" with the City's bid number and the bidder's name and address identified on the envelope. The sealed pricing envelope must be submitted with six copies of the bidder's proposal in a sealed opaque envelope clearly marked "CITY OF LITTLE ROCK BROADBAND SERVICE BID PROPOSAL" with the City's bid number and the bidder's name and address also identified on the envelope.

At the above-noted time and location, the proposals will be opened publicly and will become public information pursuant to the Arkansas Freedom of Information Act. Proposals will be evaluated for responsiveness and responsibility by a review committee appointed by the Little Rock City Manager. The sealed pricing envelope will be opened only if the proposal is responsive and the corresponding bidder is determined to be qualified to provide the service. The City reserves the right to waive minor deviations and informalities.

All submittals will be scored by the selection committee appointed by the City Manager. The scoring will be based on the overall responsiveness to the RFP requirements and the reference accounts provided.

Bid proposals must be in English, and bid prices must be in U.S. currency. Pricing must be valid for ninety (90) days after the bid opening and must remain firm for the term of the contract. The City will not be responsible for any costs incurred by the bidder in preparing or submitting its bid proposal.

#### **V. QUESTIONS**

All procedural questions regarding this Request for Proposals ("RFP") must be submitted in writing to Mr. Abdoul Kabaou, City of Little Rock Purchasing Manager, at [akabaou@littlerock.org](mailto:akabaou@littlerock.org). All bidders must attend a **MANDATORY** pre-bids conference to be held **Friday, April 25<sup>th</sup> at 9:00AM** in the City Hall Board Room located at 500 W. Markham Street, Little Rock, AR 72201. All questions need to be submitted during the pre-bidder's conference. All questions and answers, clarification of, or amendments to, this RFP will be published on the City's website at [www.littlerock.org](http://www.littlerock.org). The City will post this information no later than three (3) business days after the conference. It is the bidder's responsibility to review the City's bid information online in order to obtain all available information and all updated requirements for this RFP.

#### **VI. RESERVATION**

The City reserves the right to reject any and all proposals and the right to reject any bid for a particular location. Publication of this RFP does not commit the City to contract for services or to procure equipment. The City also reserves the right to award multiple contracts as needed to provide broadband service for the lowest cost at each designated facility. The City also reserves the right to select a bidder's pricing for optional service at a particular location (see Section 8.5 below) if that price is lower than the prices submitted by other bidders for the preferred speed at that location.

#### **VII. COMPLIANCE**

The successful bidder must comply with applicable Federal laws, state laws, and local ordinances and regulations in effect during the term of the agreement and must agree not to discriminate against any individual because of race, religion, gender, age, color, national origin or disability, as such relates to the performance of the agreement. The bidder's proposal must meet all accessibility requirements through

the incorporation of features or other reasonable means which would constitute reasonable accommodation under the Americans with Disabilities Act.

## **VIII. PROPOSAL TERMS AND CONDITIONS**

8.1. Amendments. This RFP and the Terms and Standard Conditions for all of the City's invitations for bid ("Standard Conditions") shall not be changed or altered except by official written addendum issued by the City of Little Rock Purchasing Manager. Clarification of and amendments to this RFP will be posted on the City's website at [www.littlerock.org](http://www.littlerock.org). **It is the bidder's responsibility to review the City's bid information online to ensure that they have received and responded to all amendments to the RFP.**

8.2. Acceptance of Terms. Submission of a response to this RFP constitutes acceptance of all terms and conditions described herein. This RFP and the City's Standard Conditions shall become a part of the successful bidder's contract and shall supersede all prior or contemporaneous representations, agreements or understandings between the parties, whether written or oral. In the event of a conflict between this RFP and the Standard Conditions, the terms of this RFP shall have priority.

Please note that the City's purchase of equipment and services from the successful bidder shall be made pursuant to this RFP and shall not be made pursuant to any prior or contemporaneous agreement between the parties, whether written or oral.

8.3. Exceptions. The bidder may attach a list of any necessary exceptions to the RFP terms and conditions or the City's Standard Conditions. All exceptions must be described on one attachment to the bidder's proposal, and must include the legal basis for each exception. The City will not consider an exception unless the bidder establishes that it is justified by a requirement or prohibition of Federal law, Arkansas law, Arkansas Public Service Commission Rules, or by applicable Tariff requirements. Exceptions may only be approved in writing signed by the City's authorized signatory.

8.4. Signatory. The official who is authorized to sign contracts on behalf of the bidder must sign the bid proposal and the price sheets in ink. **Bid proposals and price sheets that are not signed by the bidder's authorized signatory will not be considered.**

8.5. Pricing. Pricing must be valid for ninety (90) days after the bid opening and must remain firm for the term of the contract. Bids are to be based on the unit price for the items or services described on the price lists. The unit cost per month must include all costs to deliver the referenced broadband service including, but not limited to, any transport or phone line costs. The bidder should identify the monthly fee for broadband service at the preferred speeds (if available) and may identify the monthly fee for up to three optional speeds that are closest to or greater than the preferred speed at a particular location, as noted in separate columns on the City's required price sheets. Pricing must include all associated costs. With the exception of an increase in taxes or regulatory fees, the City shall not be obligated to pay any costs that are not included in the bidder's price proposal even though such cost is subsequently incurred by the bidder in order to provide the contracted services or equipment or to achieve the required quality of service.

8.6. Taxes. Sales or Use Tax and applicable fees should be included in the bid price. The bidder should either itemize these costs or note that they are included in the unit cost per month. The successful bidder must register with and remit taxes directly to the Arkansas Department of Finance and Administration.

8.7 Payment. Payment for broadband services will be made only after the reliability and effectiveness of the service has been established by the successful bidder. After delivery and acceptance of the service at

a particular location, invoices for services rendered at that location must be provided on a monthly basis as follows:

- a. A monthly summary and detailed reports must be sent to the City by the 10<sup>th</sup> of each month.
- b. All invoice details are to be delivered in electronic form as determined by the City. The preferred method is to download invoice details into an Excel spreadsheet or a .csv format.
- c. The invoice, invoice remit, and summary must be delivered via the above electronic form and must be available on paper at no cost to the City.
- d. Billing for the service provided must be based on the fixed flat charges as proposed in the bid. Discount percentages or other algorithms necessary to calculate the fixed flat charges should be identified in the bidder's cost proposal but should not be noted in the billing.
- e. Billing must be broken down based on accounting unit identifiers provided by the City based on City department divisions. Applicable taxes and fees must be included in the accounting unit's portion of the City's invoice.
- f. The successful bidder shall verify each month's billing on each account.

8.8. Recordkeeping. The successful bidder shall maintain all financial and accounting records related to the contract in accordance with generally accepted principles of accounting. Upon request by the City, such records shall be made available for inspection

8.9. Term. The term of the agreement with the successful bidder shall be either three (3) years or five (5) years, at the option of the City during contract negotiations. The agreement may be extended three (3) times in one (1) year increments at the City's option by written notice signed by the City's authorized signatory and sent to the successful bidder at least ninety (90) calendar days prior to expiration of the then-current term.

8.10. Non-Appropriation of Funds. The City reserves the right to terminate the agreement without penalty at such time as appropriated funds are not available to satisfy the obligations of the City under the agreement. The failure of the City to make an appropriation in any given year shall not be deemed a breach of the agreement, nor give rise to any cause of action for legal or equitable relief. To the extent possible, the City shall give the successful bidder written notice ninety (90) days prior to such termination.

8.11. Cutover. The successful bidder must establish broadband service at the required speeds for each required location within ninety (90) calendar days after execution of the agreement.

8.12. Upgrades. The City reserves the right to upgrade services during the term of the agreement at the bidder's established prices and without penalty.

8.13. Risk of Loss. Any equipment that the City purchases from the successful bidder for implementation of this service must be delivered to the City Free-on-Board Destination.

8.14. Indemnification. The successful bidder shall indemnify and save harmless the City against any claim or liability arising from the successful bidder's violation of any applicable law, ordinance or regulation in the performance of the agreement.

8.15. Governing Law. The agreement with the successful bidder shall be governed and construed in accordance with Arkansas law or Federal law, as applicable. In the event of any legal action to enforce or interpret the agreement, the sole and exclusive venue shall be a court of competent jurisdiction in Pulaski County, Arkansas. The Statute of Limitations, as provided under Arkansas law, shall not be waived.

8.16. Confidentiality. Upon opening, all bid submissions become public information subject to disclosure under the Arkansas Freedom of Information Act. Proprietary information provided by the successful bidder for purposes of contract execution or project implementation shall be protected from disclosure to the extent allowed by Arkansas law.

## **IX. PROJECT REQUIREMENTS**

### **9.01. Network Connections.**

- a. The successful bidder must be able to deliver a Static IP address to each location. A bidder must not bid on a service location if the bidder is not able to provide a Static IP address to that location.
- b. The network connection must provide 99.99% availability.
- c. The successful bidder must provide a resilient network with low latency.
- d. The network connection must support the use of Virtual Private Network (VPN) to the City's network.

### **9.02. Speed.**

- a. The successful bidder must be able to meet the contracted speeds.
- b. Data usage must not be limited, and the required data speed must not be throttled.
- c. Minimum upload speeds identified on the contract must be met from a node inside the service location to a node inside the City's network.
- d. Minimum download speeds identified on the contract must be met from a node inside the City's network to a node inside the service location.

### **9.03. Quality of Service.**

- a. Billing complaints shall be resolved within one (1) billing cycle after the complaint is submitted.
- b. Refunds shall be processed within two (2) billing cycles after the request is submitted.
- c. Packet loss shall be less than one percent (1%).
- d. New Service Activation shall be completed within thirty (30) business days of the City's order for those sites that do not require construction. For sites requiring construction the activation shall be completed within ninety (90) business days.
- e. Service restoration shall occur by the next work day after the City's request for repair 99% of the time, and within three (3) work days after the City's request for repair 100% of the time.
- f. Response time for customer support shall be 24 x 7 x 4 hours.
- g. A single point of contact (one phone number) must be provided by the successful bidder for all trouble reporting even if the successful bidder subcontracts for portions of the service. The single point of contact must be maintained for the entire duration of the successful bidder's contract, staffed by qualified personnel, and available 24 hours a day, seven days a week.

### **9.04. Service Locations.**

Animal Services	4500 Kramer Street	72204
Capitol View-Stifft Station Alert Center	2715 W. 7 <sup>th</sup> Street	72205
Central High Alert Center	1108 S. Park Street	72202
Dunbar Community Center	1001 W. 16 <sup>th</sup> Street	72202

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East of Broadway Alert Center	500 E. 21 <sup>st</sup> Street	72206
Fire Station 10	5220 Kavanaugh Blvd	72207
Fire Station 11	5300 S. University Ave.	72209
Fire Station 12	7003 Cantrell Road	72207
Fire Station 13	1105 E. Roosevelt Road	72206
Fire Station 14	8121 Colonel Glenn Road	72204
Fire Station 15	8915 Kanis Road	72205
Fire Station 16	11000 Southridge Drive	72212
Fire Station 18	11500 Mabelvale West Road	72103
Fire Station 2	524 E. 9 <sup>th</sup> Street	72202
Fire Station 20	300 Oak Meadow Drive	72211
Fire Station 21	17000 Chenal Valley Drive	72223
Fire Station 3	4321 W. 22 <sup>nd</sup> Street	72204
Fire Station 6	2218 W. Roosevelt Road	72206
Fire Station 7	4101 W. Markham Street	72205
Fire Station 9	1324 N. Shackelford Road	72211
Fleet CNG Station	501 Ferry Street	72202
Hindman Golf Course Main	60 Brookview Drive	72209
Hindman Golf Course Pro Shop	60 Brookview Drive	72209
Jim Dailey Fitness Center	300 S. Monroe Street	72204
Landscape & Urban Forestry	3324 S. Arch Street	72206
MacArthur Military Museum	509 E. 9 <sup>th</sup> Street	72202
MLK Heritage & Enrichment Center	3012 Dr. Martin Luther King Dr.	72206
Nathaniel Hill Center	2500 E. 6 <sup>th</sup> Street	72202
Oak Forest Alert Center	2823 S. Tyler Street	72204
Ottenhiemer Center	7201 Dahlia Drive	72209
Asher Ave. Parks Maintenance Shop	9009 Asher Street	72204
E. Little Rock Parks Maintenance Shop	2600 E. Capitol Ave.	72202
Rebsamen Fuel Site	3400 Rebsamen Park Road	72202
Rebsamen Golf Course Pro Shop	3400 Rebsamen Park Road	72202
Rebsamen Maintenance Shop	3400 Rebsamen Park Road	72202
Rebsamen Tennis Center	1501 Leisure Place	72204
River Market Police Kiosk	421 President Clinton Ave.	72201
South End Alert Center	1100 W. 33 <sup>rd</sup> Street	72206
Southwest Community Center	6401 Baseline Road	72209
Stephens Community Center	3701 W. 18 <sup>th</sup> Street	72204
Upper Baseline Alert Center	4600 Baseline Road	72209
Valley Drive Alert Center	5621 Valley Drive	72209
Wakefield Alert Center	7414 Doyle Springs Road	72209
War Memorial Golf Course Maintenance	5511 W. Markham Street	72205
War Memorial Golf Course Pro Shop	5511 W. Markham Street	72205
West Central Alert Center	4200 John Barrow Road, Ste C	72204
West Central Sports Complex	8616 ½ Colonel Glenn Rd.	72204
Wright Avenue Alert Center	1813 Wright Ave.	72202
The Centre at University Park	6401 W. 12 <sup>th</sup> Street	72204